

**LETTER OF AGREEMENT
ADDRESSING COMPENSATION OF COACHES AND CO-CURRICULAR
ADVISORS DURING THE 2020-2021 SCHOOL YEAR**

This Letter of Agreement is entered into by and between Independent School District No. 138, North Branch, Minnesota (hereinafter the "School District") and the North Branch Education Association (hereinafter the "Association").

RECITALS:

WHEREAS, the School District and the Association are parties to a collective bargaining agreement (hereinafter the "CBA") for the time period from July 1, 2019 to June 30, 2021; and

WHEREAS, Schedule C of the CBA provides a salary schedule for teachers who also serve as advisors of co-curricular activities and/or athletic coaches in various high school and middle school sports; and

WHEREAS, on March 13, 2020, the Governor of the State of Minnesota declared a peacetime emergency in response to the COVID-19 pandemic; and

WHEREAS, pursuant to Emergency Executive Order 20-02, the Governor of the State of Minnesota ordered the closure of all public school buildings in the State of Minnesota through March 27, 2020 in order to provide time for schools to plan adequately for continuity of education during the COVID-19 pandemic; and

WHEREAS, pursuant to Emergency Executive Order 20-19, the Governor of the State of Minnesota ordered the continued closure of all public school buildings and facilities beginning on March 30, 2020 through May 4, 2020; and

WHEREAS, pursuant to Emergency Executive Order 20-41, the Governor of the State of Minnesota extended the closure of all public school buildings for the remainder of the 2019-2020 school year; and

WHEREAS, on April 23, 2020, the Minnesota State High School League ("MSHSL") announced the cancellation of all sports and MSHSL activities for the remainder of the 2019-20 school year, including, but not limited to, practices, tryouts, scrimmages, contests and competitions as well as post-season tournaments; and

WHEREAS, the School District and the Association acknowledge that the peacetime emergency in the State of Minnesota will extend into the

2020-2021 school year and will adversely affect the School District's ability to offer MSHSL sports, other extra-curricular activities, and co-curricular activities; and

WHEREAS, the School District and the Association now desire to address the impact of the peacetime emergency on sports and other extracurricular activities during the 2020-2021 school year by establishing clear parameters for the compensation of coaches and advisors of co-curricular activities in the event any MSHSL sport, other extra-curricular activity, and co-curricular activity is cancelled, suspended, or shortened.

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Pro Rata Compensation.** In the event any MSHSL sport, other extra-curricular activity or co-curricular activity commences or is cancelled prior to commencement, suspended or shortened during the 2020-2021 school year, advisors and coaches of said affected activities will be compensated as follows: All coaches and advisors will receive twenty-five percent (25%) of the stipend as compensation for the first quarter of the season or activity, regardless of whether the first quarter of the season or activity is completed. If any MSHSL sport, other extra-curricular activity or co-curricular activity continues beyond the first quarter, but is cancelled, suspended or shortened prior to the completion of the season or activity, coaches and advisors will receive additional compensation on a pro rata basis based upon the services such individuals actually rendered during the time period between the end of the first quarter of the season or activity, and the date season or activity was cancelled, suspended or shortened.
2. **Timing of Payment.** Payment for the first quarter of the season or activity, in the amount of twenty-five percent (25%) of the stipend, shall be made no later than thirty (30) days after the scheduled commencement date of the season or activity. Any subsequent pro rata payment for services rendered between the end of the first quarter of the season or activity and the date the season ends (including by cancellation, suspension or shortening of the season) shall be paid not later than fifteen (15) days after the date the sports season or activity was originally scheduled to conclude. Payments shall be subject to the usual and customary deductions.
3. **Term of Agreement; Modification.** This Agreement shall commence on the date the parties fully execute it and shall remain in effect until

June 30, 2021. This Letter of Agreement may be modified by mutual written agreement between the parties hereto.

4. **No Past Practice.** By entering into this Agreement, the parties acknowledge and agree that the actions taken by the School District herein shall not constitute, nor be interpreted as, a past practice.
5. **No Reopening of Negotiations.** This Letter of Agreement does not constitute a reopening of the CBA or negotiations.

**INDEPENDENT SCHOOL DISTRICT
NO. 138**

Dated: _____, 2020

By: _____
Board Chair

By: _____
Clerk

**NORTH BRANCH EDUCATION
ASSOCIATION**

Dated: _____, 2020

By: _____
co-President

By: _____
co-President